

## A G R E E M E N T

**THIS AGREEMENT** between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **ENVIRONMENTAL HAZMAT SERVICES, INC.** a Colorado corporation doing business at 4086 Youngfield Street, Wheat Ridge, CO 80033 (the “**Contractor**”), collectively “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The primary agencies to request performance of Services under the Agreement will be the Department of Public Health and Environment, the Department of Parks and Recreation, and the Department of Public Works. For all agencies requesting services under this Agreement, “**Executive Director**” means Executive Director of Public Health and Environment, or the Executive Director’s Designee. “**Authorized Representative**” means the person(s) duly authorized to request services for the City.

**2. SERVICES TO BE PERFORMED:**

(a) Subject to the terms of the Agreement and as directed, Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the Scope of Work, a copy of which is attached as **Exhibit A**, (“**Services**”) to the City’s satisfaction.

**(b) Records:**

(1) Contractor is prohibited from destroying or discarding any critical records or document and shall maintain them in the Denver Metropolitan Area. Upon request, Contractor shall provide the City with the critical records and documents in the format (i.e., hard copy or electronic or both) and in the time period requested. Without limitation, critical records include: plans, drawings, diagrams, photographs, specification sheets, instruction manuals, warranty cards, work orders, receipts, invoices, time cards, payroll forms, tickets, shipping papers, test results, laboratory reports, training records and certificates, licenses, permits, and correspondence from local, state and federal authorities. Critical records also include any item containing information that documents conditions, decisions, actions or costs significant to Contractor’s provision of service to the City or significant to the short-term or long-term financial or legal obligations of the City.

(2) Contractor shall generate all manifests or other documentation of transport and delivery, transport and disposal, or transport and transfer of possession of products, equipment, wastes, scrap or secondary materials as appropriate to the activity. Contractor shall submit copies of all manifests or other records of disposal or transfer of possession of wastes, scrap or secondary materials to the Authorized Representative of DPHE

(3) In addition to other record requirements, upon request, Contractor shall procure and provide the originals of critical documents, including, without limitation, owners documents, titles, reports and test results, permits obtained on its behalf, generator copies of manifests to the Authorized Representative of DPHE, as requested. If it is impractical or impossible to provide originals of these documents because of legal records distribution procedures, Contractor shall procure and provide fully legible high fidelity copies of the original (accurately showing colors, annotations and fine lines) to the Authorized Representative of DPHE, as requested.

(c) **Disposal**: For each request for Services, shall dispose of non-hazardous wastes at the Denver Arapahoe Disposal Site (“**DADS**”), provided the non-hazardous waste is accepted at DADS. For non-hazardous waste not accepted at DADS, Contractor shall dispose of the non-hazardous waste at the facility requested by the Authorized Representative. For hazardous waste, Contractor must obtain express prior written approval from an Authorized Representative for the destination facility and for the means of waste treatment and disposal.

- (1) Contractor shall comply with and shall not cause the City to be in violation of Executive Order 115, including Memorandum 115A, (“**XO 115**”), which is hereby incorporated by reference. Contractor may not directly pay the City’s landfill operator at DADS and shall provide invoices for disposal at DADS to the Executive Director. If Contractor fails to comply with this provision, the City is only obligated to pay Contractor based on the rate that would have been charged at DADS had Contractor complied with those provisions.
- (2) Contractor may use existing approved waste profiles whenever possible. Contractor shall seek out and use the most environmentally protective yet economical means of materials and waste management, recycling and disposal available and as allowed by regulation.
- (3) In connection with Services, no wastes may be shipped outside of the continental United States for any purpose without express prior written approval of the Executive Director.

(d) **Notice to Proceed**: Services will be authorized through either a written or verbal notice to proceed (“**NTP**”). Each NTP will set forth the scope of work and will be issued by an Authorized Representative. Subject to and in accordance with the terms of the Agreement, Contractor shall comply with the NTP. Services performed by Contractor, including preparations made by Contractor, before receipt of a notice to proceed in accordance with the respective provisions below are made at Contractors own risk. Any time an NTP is issued, Contractor shall perform the initial scope of work and shall clarify its understanding of the scope of work with the Authorized Representative who issued the verbal notice to proceed. Contractor shall use its best judgment to establish and understand the scope of authority of the individual on whose order it acts. Designation of authority to command resources under this contract will differ among departments and programs.

**(e) Notifications:** For all Services, Contractor shall make all necessary notifications to local, state, and federal authorities regarding storage, handling, and transport of hazardous materials and hazardous waste.

**3. TERM:** The term of the Agreement will commence upon final execution by all required signatories and will expire three (3) years thereafter (the “**Term**”). The Term may be extended by the City under the same terms and conditions for up to two (2) additional two (2)-year periods by a written amendment to the Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COVENANTS; WARRANTIES:** Contractor warrants that it is ready, willing, and able to provide the services required by the Agreement and covenants that it shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. Contractor further covenants that upon the occurrence of any of the events listed below, it shall notify the Executive Director within seventy-two (72) hours of the occurrence.

**(a)** Contractor (including any affiliate or its parent company) has been served with notice of a violation of any law, regulation, permit or license which is related to service(s).

**(b)** Proceedings have been commenced against Contractor (including any affiliate or its parent company) that could result in revocation of permits or licenses that relate to service provided hereunder.

**(c)** Contractors’ (including any affiliate or its parent company) permits, licenses, or other governmental authorizations relating to services provided hereunder have been revoked.

**(d)** Litigation has been commenced against Contractor, including any affiliate or its parent company, relating to services provided hereunder.

**(e)** Contractor has reason to believe or is aware that equipment or facilities used for services under the Agreement are not in compliance with applicable laws, regulations, permits or licenses.

**(f)** Contractor has reason to believe or is aware that it, including its officers, employees, independent contractors, subcontractors, have been involved in an accident or incident involving hazardous wastes or hazardous materials that it has reason to believe or is aware were generated by the City.

**(g)** Contractor has reason to believe or is aware that a destination facility (landfill or other Treatment, Storage, or Disposal Facility) to which hazardous wastes or hazardous materials were sent under the Agreement has been cited by state or federal authorities for failure to comply with environmental law, permits, licenses or certificates required for operation have been

suspended or revoked; has been closed for any reason, or otherwise becomes unsuitable to receive the types of wastes it formerly received.

**5. TRAINING:** At its sole expense, Contractor is responsible for all required training. Upon request, Contractor shall provide a copy of all training certificates for its employees, including those of all sub-contractors. When training of workers for a specific duty is required by law, Contractor shall ensure that only properly trained individuals are assigned to and actually perform the duty for which training is required; training for each worker is up to date and meets all refresher requirements; and a physical record of certification of training and refresher training exists for each worker.

**6. TIME IS OF THE ESSENCE:** Time is of the essence in performing Services requested under the Agreement. Contractor shall comply with all time frames.

**7. KEY PERSONNEL:**

**(a)** Contractor shall provide experienced personnel to oversee services performed under the Agreement utilizing the list of key personnel identified in **Exhibit B**. To the extent possible, Contractor shall provide advance written notice to the Executive Director requesting approval of any changes in key personnel. If advance notice of a change in personnel is not possible, Contractor shall inform the Executive Director within 72 hours of the change and request consent to substitution of key personnel.

**(b)** If the Executive Director does not consent or determines that the performance of any key personnel is not acceptable, he shall notify Contractor of the determination and may give Contractor an opportunity to correct performance. If the Executive Director notifies Contractor that a substitution of key personnel or performance of Services by any key personnel is unacceptable, Contractor shall substitute such personnel within the period of time requested by the City.

**8. ACCESS TO NON-CITY OWNED REAL PROPERTY:** When access to real property owned by third parties must be gained to perform work under the Agreement, Contractor is responsible for obtaining the necessary permission and releases from the property owner to allow Contractor to gain access and work on non-City property. For access to private property temporarily under control of Denver Police or Fire departments, Contractor must obtain permission to enter from the on-site commander and comply with all requested precautions.

**9. COMPENSATION AND PAYMENT:**

**(a) Fee.** As full and complete compensation for the services rendered and costs incurred under the Agreement, Contractor will be paid the lesser of either a maximum fee to be set forth in the applicable NTP or an amount based on Contractor's periodic invoices. Amounts billed for services may not exceed the rates provided in **Exhibit C**.

**(b) Reimbursable Expenses.** There are no reimbursable expenses allowed under the Agreement. All of Contractor's expenses are contained in the rates in **Exhibit C** and all overhead costs will be borne by Contractor exclusively as a business cost. Overhead costs include those

related to faxing, document reproduction, telephone and cellular phone service, computer processing, and administrative-related services.

**(c) Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including any supporting documentation required by the City. Contractor shall also submit payroll-related documentation separately and at a time and frequency required to comply with the City's prevailing wage ordinance. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under the Agreement.

**(d) Maximum Contract Amount:**

- (1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX MILLION DOLLARS AND NO CENTS (\$6,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.
- (2)** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**10. STATUS OF CONTRACTOR:** Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**11. TERMINATION:**

**(a)** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**(b)** Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in

connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**(c)** Upon termination of the Agreement, with or without cause, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

**(d)** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Contractor's possession, custody, or control by whatever method the City deems expedient. Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

**12. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**13. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

#### **14. INSURANCE:**

**(a) General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and

referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**(b) Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**(c) Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**(d) Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

**(e) Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**(f) Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

**(g) Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**(h) Business Automobile Liability:** Consultant shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Consultant shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**(i) Excess / Umbrella Liability:** Contractor shall maintain excess liability limits of \$10,000,000. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

**(j) Contractors Pollution Liability Including Errors and Omissions:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage, defense costs, cleanup costs, and completed operations.

**(k) Additional Provisions:**

**(1)** For Commercial General Liability, the policy must provide the following:

**(i)** That this Agreement is an Insured Contract under the policy;

**(ii)** Defense costs are outside the limits of liability;

**(iii)** A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

**(iv)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**(2)** For claims-made coverage:

**(i)** The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(ii) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

#### **15. DEFENSE AND INDEMNIFICATION:**

(a) Contractor shall defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

**16. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**17. ASSIGNMENT SUBCONTRACTING:** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without this consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor or assign.

**18. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**19. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**20. NO AUTHORITY TO BIND CITY TO CONTRACTS:** Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**21. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**22. CONFLICT OF INTEREST:**

**(a)** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**(b)** Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

**23. NOTICES:** All notices and submittals required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at as indicated below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

If to the City:

Executive Director of Department of Public Health and Environment  
200 West 14<sup>th</sup> Street, Dept. 300  
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

**24. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

**(a)** The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**(b)** Contractor certifies that:

- (1)** At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

**(c)** Contractor also agrees and represents that:

- (1)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2)** It shall not enter into a contract with a subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**25. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination will be the Executive Director as defined in this Agreement.

**26. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

**27. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

**28. COMPLIANCE WITH ALL LAWS:**

**(a)** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**(b)** Without limiting the foregoing, Contractor shall comply with all local, state, and federal regulations regarding environmental protection, worker protection, and public safety, at all times, including, without limitation:

- Solid and hazardous waste management per the Resource Conservation and Recovery Act (RCRA) as administered by state authorities.
- Workplace safety per the Occupational Safety and Health Act
- Transportation safety per title 49 of the Code of Federal Regulations
- Radioactive materials management per title 10 of the Code of Federal Regulations
- Wastewater discharge per the Clean Water Act and applicable regulations and guidelines promulgated by the Colorado Department of Public Health and Environment
- Metro Wastewater Reclamation District Rules and Regulations Governing the Operation, Use, and Services of the System
- International Fire Code, as amended and adopted by the City
- Relevant building and electrical codes In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**29. PREVAILING WAGE:**

**(a)** Contractor's employees and those of its subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing the Agreement, Contractor covenants and affirms that it is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages for the affected services to be provided under the Agreement by Contractor or its subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

**(b)** Contractor shall pay every covered worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit E**.

(c) In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

- (1) The minimum wages to be paid for every covered worker may not be less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.
- (2) Contractor or its subcontractor shall pay covered workers performing Services under the Agreement the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the Auditor's specifications, and any addenda thereto, on the actual date of proposal opening, regardless of any contractual relationship that may be alleged to exist between Contractor or subcontractor and the covered workers. Increases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year is mandatory on either Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Contractor and subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.
- (3) Contractor and its subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subcontractor shall pay non-construction workers, such as janitorial or custodial workers performing services under the Agreement, at least twice per month.
- (4) Contractor shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Contractor and all subcontractors working under Contractor.
- (5) If Contractor or any subcontractor fails to pay wages required by the Agreement, no warrant or demand for payment to Contractor will be honored until Contractor furnishes the Auditor evidence satisfactory to the Auditor that the required wages by the Agreement have been paid.
- (6) Contractor shall furnish to the Auditor each week during which Services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subcontractors. These payroll records must include, among other things, information showing the number of hours worked by each covered worker employed under the Agreement, the hourly pay of the covered

workers, any deductions made from pay, and the net amount of pay received by each covered worker for the period covered by the payroll.

- (7) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing Services under the Agreement, either by Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.
- (8) If any covered worker employed by Contractor or any subcontractor under the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement, the City may, by written notice to Contractor, suspend or terminate Contractor's right to proceed with Services, or any part of the Services for which there has been a failure to pay the required wages, and in the event of termination may prosecute the Services to completion by contract or otherwise, and Contractor and any sureties will be liable to the City for any excess costs occasioned the City thereby.

**30. PROCUREMENT GOALS:** Pursuant to D.R.M.C. § 28-126, the Director of the Division of Small Business Opportunity has waived any procurement goals that may apply to the services provided under the Agreement.

**31. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**32. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**33. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**34. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded

information created by Contractor and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, “**Materials**”), belong to the City. Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” Contractor (by the Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**35. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**36. ADVERTISING AND PUBLIC DISCLOSURE:** Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**37. CONFIDENTIAL INFORMATION:**

**(a) City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**38. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**39. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent addition, deletion, or other modification will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**40. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** ENVHL-201844158-00

**Contractor Name:** ENVIRONMENTAL HAZMAT SERVICE INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of October 11, 2018.

SEAL



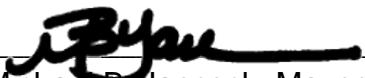
**CITY AND COUNTY OF DENVER**

ATTEST:

By

Debra Johnson

Debra Johnson, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

  
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of  
Denver

REGISTERED AND COUNTERSIGNED:

By

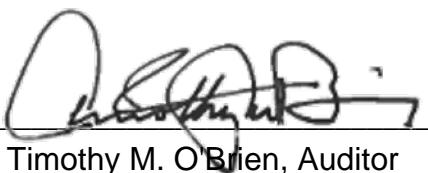
  
Brendan Hanlon, CFO of Finance

By

Lindsay Carder

Lindsay Carder, Assistant City  
Attorney

By

  
Timothy M. O'Brien, Auditor



Contract Control Number: ENVHL-201844158-00

Contractor Name: ENVIRONMENTAL HAZMAT SERVICE INC

By: Marty Green

Name: Marty Green  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By:

Name: Brian Nielsen  
(please print)

Title: CFO  
(please print)



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Citywide Cleanup Services of Abandoned Waste in the City and County of Denver**

The City requires contractor support to assist multiple City agencies with the clean-up of City properties, including public rights-of-way, and other properties as directed by the City. The details and scope of work are as follows:

##### **I. Schedule of Services:**

Contractor shall perform clean-up services pursuant to a schedule predetermined with the Authorized Representative of the relevant City agency via a Notice to Proceed (NTP). Notices to Proceed will be issued after a contractor is selected and will be distributed by an Authorized Representative. Work is typically to occur weekdays only, national holidays excepted, and between the daytime hours of 6:00 A.M. to 6:00 P.M. with the actual schedule to be determined by the Authorized Representative within this window.

##### **II. Scope of Services:**

###### **Waste Cleanup**

For each NTP, Contractor will provide two or more laborers with a vehicle to assist a team of City staff to remove and dispose of waste items at various properties. At least one of these laborers must be appropriately trained "Key Personnel" qualified to oversee the cleanup and to assist in the event any household hazardous wastes, sharps, or human wastes are encountered. Contractor's Key Personnel will interact with the relevant City Agency's Authorized Representative at all times during the cleanups.

During each cleanup, Contractor will pick-up and remove items found on various properties as directed by the City agency requesting the work (for example, Public Works or Parks).

Waste that Contracted staff may encounter during cleanups includes litter, food, spoiled food, human and animal waste, sharps (possibly used syringes and other injection devices), articles contaminated with bodily fluids, and consumer chemical products (such as aerosol cans, batteries, canister fuels, etc.). Contractor may also encounter firearms, medications, and illegal drugs. Along with a City Project Manager, team members from the Denver Police Department or Denver Parks Rangers will be present during the work and will intercede in the removal of any discovered firearms or contraband (such as illegal drugs). Waste such as household chemical products, human waste, and sharps must be collected, contained and handled in coordination with the City Agency's Authorized Representative. Depending on the type of waste, proper management may include durable packaging or overpacking and transport to and storage at a designated City regulated waste management site. Normal, sanitary wastes may be collected, contained (i.e., bagged), and deposited directly in a City waste collection vehicle, City waste bin or receptacle, or transported to a designated City facility or the Denver Arapahoe Disposal Site, as designated by the City agency.

Contractor's employees shall don level D or modified level D PPE, at a minimum. For information pertaining to level D PPE, please visit [https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9767](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9767). Contractor's employees may choose to don additional PPE such as disposable Tyvek coveralls, disposable gloves, safety glasses, and an N95 or P100 filtering facepiece respirator. Contractor is ultimately responsible for assuring that its employees don the appropriate level of PPE for the work. However, should safety issues be conveyed, and a contractor does not rectify, the City has a right to cancel future work.

###### **Collection, Transportation, and Storage**

At the direction of the City agency requesting the work, Contractor may be required to collect items for safe keeping and short-term storage. The City considers short-term storage to be no more than one-month in duration, but that is subject to change during the contract period. Such changes are to be communicated to the successful proposer in writing at

least one week prior to the end of the time period agreed upon. At the City's direction, Contractor will place such items in protective bags and containers and transport the containers to a nearby storage site - currently located at 2100 31st

in Denver, but subject to change during the contract period, for temporary safekeeping. The storage site and suitable containers will be supplied by the City agency. Contractor shall provide bags for stored materials.

Contractor will manage collected items at the direction of the City agency, which will include a tagging and an inventory process so that items may be reclaimed within a specified period of time, and providing receipts to people who voluntarily request short term storage, packaging, and placement into storage. The City will work with the awarded Contractor(s) on the format of the tags and receipts will look like. Contractor will package collected items in transparent or translucent plastic bags (such as drum liners or equivalent) before the items are placed in a container for storage.

Contractor is expected to have access to one or more trucks with the capacity to carry a minimum of 500 pounds of trash in bags or an equivalent volume of containers at any time for a project and must provide an operator for that truck. At least one such truck must have a lift gate and the capacity to carry eight or more full containers (e.g., typical City-supplied 90-gallon barrels). The City may also require Contractor to transport several single large items as necessary.

### **Operation of Storage Facility**

A City agency may require Contractor to supply the labor and expertise needed to staff a temporary storage site of collected items. Contractor will be responsible for inventorying and locating items and returning them upon request, and must record details of the transaction. Contractor will be required to supply a security guard with actual security services training (such as an off-duty police officer or an employee of a commercial security service) for the hours that the storage site is open for items to be claimed.

The City does not initially anticipate the need for staffing or security at the storage site beyond a daily two-hour window; however, these hours could increase during the course of the Agreement.

Contractor will be required to work with City staff to sort through and discard items that are unclaimed after a designated period.

### **Reporting**

Contractor will be required to provide agreed-upon weekly reports to the City that may include inventory sheets, claim checks, documentation of claimed items, documentation of volume of waste collected, documentation of the number of sharps collected at each specified site, and staff hours.

### **Environmental Awareness and Compliance**

The City's Environmental Management System (EMS) requires all City business partners to be aware of the City's Environmental Policy

(<https://www.denvergov.org/content/dam/denvergov/Portals/771/documents/EQ/EMS/2017%20Denver%20Environmental%20Policy.pdf>), be aware of the environmental aspects their actions may impact, and implement practices to manage their actions in a manner that complies with environmental requirements and the City's environmental performance goals.

The environmental aspects to be considered under this scope of work are: solid waste, hazardous materials, hazardous waste, medical waste, pathogens, universal waste, and regulated waste.

## **Exhibit B**

### **Key Personnel**

The following core team from EHS will support this contract:

- ▶ Marty Green, EHS President and General Manager
- ▶ Brian Nielsen, EHS CFO
- ▶ Doug Lee, Health and Safety Manager
- ▶ Brooke Green, Operations Manager
- ▶ Robby Oldham, Project Manager and Technician
- ▶ Branden Bolson, Environmental Technician
- ▶ Leandro Serna, Environmental Technician
- ▶ Elisha Marquez, Environmental Technician

## Exhibit C – Rate Sheet

<b>A. Labor Rates:</b>		<b>\$ per hour</b>
1 A	Executive, Project Manager	\$67.00
2 A	Executive, Project Manager - Urgent Response (mobilization and on-scene service <b>weekdays 6 PM to 12 AM</b> )	\$67.00
3 A	Executive, Project Manager - Emergency Response (mobilization and on-scene service weekdays 12 AM to 5 AM, all weekends, and national holidays)	\$67.00
4 A	Foreman	\$54.00
5 A	Foreman - Urgent Response (mobilization and on-scene service <b>weekdays 6 PM to 12 AM</b> )	\$55.00
6 A	Foreman - Emergency Response (mobilization and on-scene service weekdays 12 AM to 5 AM, all weekends, and national holidays)	\$55.00

<b>A. Labor Rates (Subject to Prevailing Wage):</b>		<b>\$ per hour</b>
7 A	Equipment Operator*, Commercial Driver, Truck Driver ( <u>subject to prevailing wage rates</u> )	\$52.00
8 A	Equipment Operator*, Commercial Driver -Urgent Response (mobilization and on-scene service <b>weekdays 6 PM to 12 AM</b> )	\$55.00
9 A	Equipment Operator*, Commercial Driver -Emergency Response (mobilization and on-scene service weekdays 12 AM to 5 AM, all weekends, and national holidays)	\$55.00
10 A	Technician, Laborer *( <u>subject to prevailing wage rates</u> )	\$45.00
11 A	Technician, Laborer *-Urgent Response (mobilization and on-scene service <b>weekdays 6 PM to 12 AM</b> )	\$47.00
12 A	Technician, Laborer *-Emergency Response (mobilization and on-scene service weekdays 12 AM to 5 AM, all weekends, and national holidays)	\$47.00
13 A	Security Guard**	\$68.00
14 A	Administrative Assistant**	\$32.00

<b>B. Local Transportation Rates:</b> (in Metro-Denver and to area landfills; non-subcontracted; in addition to rental charges)		<b>\$ per hour</b>
1 B	Service Truck, small (e.g., pick-up , flatbed, cube <17 ft)	\$22.00
2 B	Service Truck, large (e.g., enclosed trailer, flat bed/stake bed, >17 ft )	\$35.00

<b>C. Administrative Charges for Sub-Contract Services</b>		<b>mark-up %</b>
1 C	Equipment rental (barricades, fencing, portable lighting, roll-off dumpster, etc.)	8.0%

<b>D. Procurement Charges for Supplies*</b>		<b>mark-up %</b>
1 D	Purchase of single-use PPE and waste containers	8.0%
	*The City may not be charged for standard tools, hand carts, other manually operated durable equipment.	

<b>E. Special Equipment Rental Rate</b> (includes highway trailer, if applicable)		<b>\$ per hour rental rate</b>	<b>mark-up %</b>
1 E	Trailer-mounted Generator Set and Lights,	\$24.00	8.0%
2 E	Fork-Lift , Bob-Cat or Skid-Steer with attachments	\$50.00	8.0%
3 E	Pressure Washer or Sweeper/Scrubber Vehicle	\$30.00	8.0%
4 E	Porta-potties or portable rest-rooms		8.0%
5 E	All other equipment ( includes heavy-duty power tools, e.g., lawn mower, chain-saw saw, etc.)	\$16.00	8.0%



# EXHIBIT D

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Judy Graham	
LAKESIDE INSURANCE CENTER, LLC		PHONE (A/C, No. Ext): (303) 421-8590	FAX (A/C, No): (303) 531-5433
7728 Vance Drive		E-MAIL ADDRESS: certs@lakeside-insurance.com	
ARVADA CO 80003		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Homeland Ins. Co. of NY NAIC # 34452	
Environmental Hazmat Services, Inc.		INSURER B: Atlantic Specialty Insurance 27154	
4086 Youngfield Street		INSURER C: Pinnacol Assurance Company 41190	
Wheat Ridge CO 80033		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER:18-19 Rev gl,ba,wc,xs REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			7930080020000  5,000,000 Req by Contract 1,000,000 Each Wrongful Act - Claims Made	5/20/2018	5/20/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input checked="" type="checkbox"/> Per Project Aggregate						MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000					
OTHER:				Employee Benefit Liability	\$ 1,000,000				
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							Comprehensive-Large truck	\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A	4201583	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE	OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	Contractors Pollution								
Transportation Pollution									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Number: ENVHL-201844158-00

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on the General Liability and Designated Insured on the Auto.

### CERTIFICATE HOLDER

Justin.Sterger@denvergov.o

City and County of Denver  
Department of Public Health and Environment  
200 W. 14th Avenue  
Suite 300  
Denver, CO 80204

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael McCarron/JUDY

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**DENVER**  
THE MILE HIGH CITY

## EXHIBIT E PREVAILING WAGE

**Office of Human Resources**  
Denver's Human Resource Agency  
201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, March 2, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 4  
Publication Date: 03/02/2018  
(7 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

General Decision Number: CO180012 03/02/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/09/2018
4	03/02/2018

ASBE0028-001 07/01/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 30.73		14.23
-----		
BRCO0007-004 01/01/2018		

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....\$ 27.98		8.53
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BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90
-----		
ELEC0012-004 01/01/2018		

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.95	11.40+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.40+3%
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ELEC0068-001 01/01/2018		

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	15.07
-----		
ELEC0111-001 09/01/2017		
	Rates	Fringes
Line Construction:		
Groundman.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 31.35	25.25% + \$5.75
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75
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ELEC0113-002 01/01/2018		

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.48
-----		
ELEC0969-002 06/01/2015		

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92
-----		
ENGI0009-001 05/01/2017		

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 27.92	10.10
Blade: Rough.....	\$ 27.60	10.10
Bulldozer.....	\$ 27.60	10.10

Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over....	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

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\* IRON0024-003 11/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 27.45	27.76
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelay.....	\$ 18.68	6.78

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PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

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PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

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PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

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PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

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ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

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SHEE0009-002 07/01/2017

	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61

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TEAM0455-002 07/01/2017

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.91	4.22
Tandem/Semi and Water.....	\$ 21.54	4.22

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SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

- **Ironworker – Ornamental**
  - Heavy Ornamental is not combined with Ironworker Structural
  - Install pedestrian and ornamental railings on bridges
  - Install metal hand rails
  - Install wrought iron fences, whether they are welded together or bolted together

- **Laborer**

- **Group 1** –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tamers; Air Tamers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.
- **Group 2** - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

- **Laborer - Asbestos**

- Abatement of asbestos or remediation of hazardous materials inside or outside of a building
- Asbestos Workers and Insulators do not perform abatement or remediation work

- **Laborer - Tunnel**

- **Group 1** - Outside Laborer - Above ground
- **Group 2** - Minimum Tunnel Laborer, Dry Houseman
- **Group 3** - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators
- **Group 4** - Tenders on Shotcrete, Gunniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders
- **Group 5** - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

- **Power Equipment Operator (Tunnels above and below ground, shafts, and raises)**

- Group 1 - Brakeman
- Group 2 - Motorman
- Group 3 - Compressor
- Group 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
- Group 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
- Group 6 - Mechanic Welder
- Group 7 – Mole

- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

- **Group 1** - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

- **Group 2** - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.
- **Group 3** - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.
- **Group 4** - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto-mill and similar, welder.
- **Group 5** - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).
- **Group 6** - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader
- **Group 7** - tower cranes all types

- **Truck Driver**

- **Group 1** - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus
- **Group 2** - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting
- **Group 3** - Truck Driver Snow Plow
- **Group 4** - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards

- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
Denver's Human Resource Agency  
201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician, Classification & Compensation  
DATE: Wednesday, January 17, 2018  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication is **Friday, January 5, 2018** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180019  
Superseded General Decision No. CO20170019  
Modification No. 0  
Publication Date: 01/05/2018  
(7 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department. Of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

General Decision Number: CO180019 01/05/2018 CO19

Superseded General Decision Number: CO20170019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                            01/05/2018

CARP9901-008 11/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	7.47
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ELEC0068-016 03/01/2011		

Rates      Fringes

#### TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

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\* ENGI0009-008 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 27.60		10.10
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 27.60		10.10
(3)-Motor Grader (blade- rough) Douglas County.....\$ 27.60		10.10
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 27.75		10.10
(4)-Loader (over 6 cu. yd) Denver County.....\$ 27.75		10.10
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 27.92		10.10
(5)-Motor Grader (blade- finish) Douglas County.....\$ 27.92		10.10
(6)-Crane (91-140 tons).....\$ 28.55		10.10

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SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 13.02		3.20
GUARDRAIL INSTALLER.....\$ 12.89		3.20
HIGHWAY/PARKING LOT		
STRIPPING: Painter		
Denver.....\$ 12.62		3.21
Douglas.....\$ 13.89		3.21
IRONWORKER, REINFORCING (Excludes Guardrail		

Installation).....	\$ 16.69	5.45
<b>IRONWORKER, STRUCTURAL</b>		
(Includes Link/Cyclone Fence		
Erection, Excludes Guardrail		
Installation).....	\$ 18.22	6.01
<b>LABORER</b>		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags)(Excludes		
Flaggers).....	\$ 12.43	3.22
<b>PAINTER (Spray Only).....</b>	<b>\$ 16.99</b>	<b>2.87</b>
<b>POWER EQUIPMENT OPERATOR:</b>		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		

Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and		
Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty &		
Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator.....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Human Resources  
Supplemental rates  
(Specific to the Denver Projects)  
Revised 4/11/2017)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

- **Ironworker - Ornamental**

- Set pedestrian and ornamental railings on bridges
- Erect and construct wrought iron fences (not performed by Group I Laborers)
- Set bike racks
- Set handrails

- **Laborer - Asbestos**

- Abatement of asbestos or remediation of hazardous materials inside or outside of a building
- Asbestos Workers and Insulators do not perform abatement or remediation work

- **Power Equipment Operator (Tunnels Above and Below Ground, Shafts, and Raises)**

- **Group 1** - Brakeman
- **Group 2** - Motorman
- **Group 3** - Compressor
- **Group 4** - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

- **Group 5** - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
- **Group 6** - Mechanic Welder
- **Group 7** - Mole

- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

  - **Group 1** - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.
  - **Group 2** - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.
  - **Group 3** - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.
  - **Group 4** - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.
  - **Group 5** - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).
  - **Group 6** - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader
  - **Group 7** - tower cranes all types
- **Truck Driver**
  - **Group 1** - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.
  - **Group 2** - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.
  - **Group 3** - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.
  - **Group 4** - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.
  - **Group 5** - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.



# City and County of Denver

201 West Colfax Avenue, Dept. 705 • Denver, Colorado 80202

720-913-5000 • Fax 720-913-5253 • [www.denvergov.org/auditor](http://www.denvergov.org/auditor)

**Timothy M. O'Brien, CPA**  
Auditor

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 18, 2018

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

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Effective Date: January 18, 2018

The current living wage is \$12.07.

Questions call: 720.913.5000 Prevailing Wage Section